



Bank of Jamaica

Provision of Budget System

Issue Date: 10 October 2018

Acronyms

BDS	Bid Data Sheet
CFR	Cost and Freight
CIF	Cost, Insurance and Freight
CIP	Carriage and Insurance Paid to (<i>named place of destination</i>)
CPM	Critical Path Method
CPT	Carriage Paid to
CV	Curriculum Vitae
DAF	Delivery at Frontier
DDP	Delivered Duty Paid (<i>named place of destination</i>)
DDU	Delivered Duty Unpaid
DES	Delivered Ex Ship
DEQ	Delivered Ex Quay
EXW	Ex factory, ex works or ex warehouse
FAS	Free alongside Ship
FCA	Free Carrier
FIDIC	Fédération Internationale des Ingénieurs Conseils (International Federation of Consulting Engineers)
FOB	Free on Board
GCC	General Conditions of Contract
GOJ	Government of Jamaica
ICC	International Chamber of Commerce
ICB	International Competitive Bidding
IFB	Invitation for Bids
ITB	Instructions to Bidders
OT	Open Tender
SBD	Standard Bidding Document
SCC	Special Conditions of Contract
TS	Technical Specifications and Drawings
UNCITRAL	United Nations Commission on International Trade Law
UNDP	United Nation Development Programme

BIDDING DOCUMENTS
Issued on: [10 October 2018](#)

for

Provision of Budget System

[RFP No: 2018-42-01-01](#)

Project: Provision of Budget System

Procuring Entity: Bank of Jamaica



Invitation for Bids (IFB)

Provision of Budget System

RFP# 2018-42-01-01

1. The Bank of Jamaica invites sealed bids from eligible and qualified bidders for provision of an on-premise Budget System. Bidders must possess a valid Tax Compliance Certificate and must be registered with the National Contracts Commission in the following category:

Information Technology Services

Overseas bidders will be required to obtain NCC Registration if they are selected for contract award.

2. Interested eligible bidders may obtain further information from Head of Procurement, at e-mail address bojtender@boj.org.jm
3. **The amount of the Bid Security shall be US\$2,000.00.** Bid Security may be in the form of Letter of Credit, Bank Guarantee, Bank Draft, or Bond Issued by Surety. The Bid Security must be from reputable and regulated banking or financial institutions.
4. Bids shall be valid for a period of **one hundred & eighty (180) days** after bid closing and shall be deposited in the tender box located in the Foyer after being stamped at the Bank's Information Desk on or before **10:00 a.m. on Friday, 9 November 2018.** Late bids will be rejected.
5. Bids will be opened in the presence of the bidders' representatives who choose to attend at the Bank of Jamaica, Nethersole Place, Kingston, Jamaica **10:10 a.m. on Friday, 9 November 2018.**
6. All enquiries and requests for clarification regarding the RFP shall be made by emailing bojtender@boj.org.jm by **Wednesday, 24 October 2018.** Responses to all queries will be made available to all Bidders by **Friday, 26 October 2018.** (It is therefore incumbent on Bidders to monitor the 'Tenders' section of Bank of Jamaica website (www.boj.org.jm)).
7. Vendors Demonstration Meetings will be held **13 - 15 November 2018.** Demonstrations will be facilitated via Go-To-Meeting or Web-Ex Online Video Conferencing Facilities.
8. Financial Proposals will be opened on **Friday, 23 November 2018.**

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PART 1 - Bidding Procedures

Section I. Instructions to Bidders

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Section I. Instructions to Bidders

- General

- **Scope of Bid**
 - 1.1 The Procuring Entity indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this International Competitive Bidding (ICB) procurement are **specified in the BDS**. The name, identification, and number of lots are **provided in the BDS**.
 - 1.2 Throughout these Bidding Documents:
 - (a) the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;
 - (b) if the context so requires, “singular” means “plural” and vice versa; and
 - (c) “day” means calendar day.
- **Source of Funds**
 - 2.1 The Procuring Entity has committed funds toward the cost of the project and intends to apply the funds to eligible payments under the contract.
- **Fraud and Corruption**
 - 3.1 The Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
 - (a) defines, for the purposes of this provision, the terms set forth below as follows:
 - (i) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract to the detriment of Government of Jamaica and includes collusive

practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of the benefits of free and open competition;

- (iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
 - (d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

3.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

- **Eligible Bidders**
 - 4.1 A Bidder, and all parties constituting the Bidder, may have the nationality of any country. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, incorporated, or registered and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or suppliers for any part of the Contract including Related Services.
 - 4.2 A Bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:
 - (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Procuring Entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
 - (b) submit more than one bid in this bidding process, except for alternative offers permitted under ITB Clause 13. However, this does not limit the participation of subcontractors in more than one bid;
 - 4.3 A Bidder that is under a declaration of ineligibility by the GOJ in accordance with ITB Clause 3, at the date of contract award, shall be disqualified.
 - 4.4 Government-owned enterprises in Jamaica shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not a dependent agency of the Procuring Entity.
 - 4.5 In accordance with the Government of Jamaica Handbook of Public Sector Procurement Procedures March, 2014 (<http://www.mof.gov.jm>) the Bidder shall have to demonstrate that they have paid such taxes, duties, fees and other impositions as may be levied in Jamaica.
 - 4.6 Where deemed necessary, the bidders should be

registered with the National Contracts Commission “Registry of Public Sector Contractors” (<http://www.ocg.gov.jm>).

- **Eligible Goods and Related Services**
 - 5.1 For purposes of this Clause, the term “goods” includes commodities, raw material, machinery, equipment, and industrial plants; and “related services” includes services such as insurance, installation, training, and initial maintenance.
 - 5.2 The term “origin” means the country where the goods have been mined, grown, cultivated, produced, manufactured or processed; or, through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.

- **Contents of Bidding Documents**

- **Sections of Bidding Documents**
 - 6.1 The Bidding Documents consist of Parts 1, 2, and 3, which includes all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITB Clause 8.

- PART 1 Bidding Procedures**

- Section I. Instructions to Bidders (ITB)
 - Section II. Bidding Data Sheet (BDS)
 - Section III. Evaluation and Qualification Criteria
 - Section IV. Bidding Forms

- PART 2 Supply Requirements**

- Section V. Schedule of Requirements

- PART 3 Contract**

- Section VI. General Conditions of Contract (GCC)
 - Section VII. Special Conditions of Contract (SCC)
 - Section VIII. Contract Forms

- 6.2 The Invitation for Bids issued by the Procuring Entity is not part of the Bidding Documents.

- 6.3 The Procuring Entity is not responsible for the

- **Language of Bid** 10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Entity, shall be written in the language **specified in the BDS**. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language **specified in the BDS**, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- **Documents Comprising the Bid** 11.1 The Bid shall comprise the following:
 - (a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
 - (b) Bid Security in accordance with ITB Clause 21, if required;
 - (c) written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB Clause 22;
 - (d) documentary evidence in accordance with ITB Clause 16 establishing the Bidder's eligibility to bid;
 - (e) documentary evidence in accordance with ITB Clause 17, that the Goods and Related Services to be supplied by the Bidder are of eligible origin;
 - (f) documentary evidence in accordance with ITB Clauses 18 and 30, that the Goods and Related Services conform to the Bidding Documents;
 - (g) documentary evidence in accordance with ITB Clause 19 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (h) any other document **required in the BDS**.
- **Bid Submission Form and Price Schedules** 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
12.2 The Bidder shall submit the Price Schedules for Goods and Related Services, according to their origin as appropriate,

using the forms furnished in Section IV, Bidding Forms

- **Alternative Bids** 13.1 Unless otherwise **specified in the BDS**, alternative bids shall not be considered.
- **Bid Prices and Discounts**
 - 14.1 The prices and discounts quoted by the Bidder in the Bid Submission Form and in the Price Schedules shall conform to the requirements specified below.
 - 14.2 All lots and items must be listed and priced separately in the Price Schedules.
 - 14.3 The price to be quoted in the Bid Submission Form shall be the total price of the bid, excluding any discounts offered.
 - 14.4 The Bidder shall quote any unconditional discounts and indicate the method for their application in the Bid Submission Form.
 - 14.5 The terms EXW, CIP, and other similar terms shall be governed by the rules prescribed in the current edition of Incoterms, published by The International Chamber of Commerce, as specified in the **BDS**.
 - 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Bidding Forms. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Procuring Entity. This shall not in any way limit the Procuring Entity's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country, in accordance with Section V Eligible Countries. Similarly, the Bidder may obtain insurance services from any eligible country in accordance with Section V Eligible Countries. Prices shall be entered in the following manner:
 - (a) For Goods manufactured in the Procuring Entity's Country:
 - (i) the price of the Goods quoted EXW (ex works, ex-factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or

assembly of the Goods;

- (ii) any Procuring Entity's Country sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) specified in the BDS.
- (b) For Goods manufactured outside the Procuring Entity's Country, to be imported:
- (i) the price of the Goods, quoted CIP named place of destination, in the Procuring Entity's Country, or CIF named port of destination, as specified in the BDS;
 - (ii) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
 - (iii) in addition to the CIP prices specified in (b)(i) above, the price of the Goods to be imported may be quoted FCA (named place of destination) or CPT (named place of destination), if so specified in the BDS;
- (c) For Goods manufactured outside the Procuring Entity's Country, already imported:

[For previously imported Goods, the quoted price shall be distinguishable from the original import value of these Goods declared to customs and shall include any rebate or mark-up of the local agent or representative and all local costs except import duties and taxes, which have been and/or have to be paid by the Procuring Entity. For clarity the bidders are asked to quote the price including import duties, and additionally to provide the import duties and the price net of import duties which is the difference of those values.]

- (i) the price of the Goods, including the original import value of the Goods; plus any mark-up

- (or rebate); plus any other related local cost, and custom duties and other import taxes already paid or to be paid on the Goods already imported.
- (ii) the custom duties and other import taxes already paid (need to be supported with documentary evidence) or to be paid on the Goods already imported;
 - (iii) the price of the Goods, obtained as the difference between (i) and (ii) above;
 - (iv) any Procuring Entity's Country sales and other taxes which will be payable on the Goods if the contract is awarded to the Bidder; and
 - (v) the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the **BDS**.
- (d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements:
- (i) the price of each item comprising the Related Services (inclusive of any applicable taxes).

14.7 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the **BDS**. A Bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected, pursuant to ITB Clause 30. However, if in accordance with the **BDS**, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.

14.8 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any

combination of contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction in accordance with ITB Sub-Clause 14.4 provided the bids for all lots are submitted and opened at the same time.

- **Currencies of Bid**

15.1 The Bidder shall quote in the currency of the Procuring Entity's Country the portion of the bid price that corresponds to expenditures incurred in the currency of the Procuring Entity's country, unless otherwise specified in the **BDS**.
- **Documents Establishing the Eligibility of the Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section IV, Bidding Forms.
- **Documents Establishing the Eligibility of the Goods and Related Services**

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITB Clause 5, Bidders shall complete the country of origin declarations in the Price Schedule Forms, included in Section IV, Bidding Forms.
- **Documents Establishing the Conformity of the Goods and Related Services**

18.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

18.3 Standards for workmanship, process, material, and equipment, as well as references to brand names or

catalogue numbers specified by the Procuring Entity in the Schedule of Requirements, are intended to be descriptive only and not restrictive. The Bidder may offer other standards of quality, brand names, and/or catalogue numbers, provided that it demonstrates, to the Procuring Entity's satisfaction, that the substitutions ensure substantial equivalence or are superior to those specified in the Schedule of Requirements.

- **Documents Establishing the Qualifications of the Bidder**
 - 19.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Entity's satisfaction:
 - (a) that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Procuring Entity's Country;
 - (b) that, if required in the BDS, in case of a Bidder not doing business within the Procuring Entity's Country, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.
- **Period of Validity of Bids**
 - 20.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Procuring Entity. A bid valid for a shorter period shall be rejected by the Procuring Entity as non-responsive.
 - 20.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Procuring Entity may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 21, it may also be extended. A Bidder may refuse the request for extension without forfeiting its Bid Security. A Bidder granting the request shall not be required or

permitted to modify its bid.

- **Bid Security**
 - 21.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, if required, as **specified in the BDS.**
 - 21.2 The Bid Security shall be in the amount specified in the BDS and denominated in the currency of the Procuring Entity's Country or a freely convertible currency, and shall:
 - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
 - (b) be issued by a reputable institution selected by the bidder and located in any eligible country. If the institution issuing the bond is located outside the Procuring Entity's Country, it shall have a correspondent financial institution located in the Procuring Entity's Country to make it enforceable.
 - (c) be substantially in accordance with one of the forms of Bid Security included in Section IV, Bidding Forms, or other form approved by the Procuring Entity prior to bid submission;
 - (d) be payable promptly upon written demand by the Procuring Entity in case the conditions listed in ITB Clause 21.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - 21.3 If a Bid Security is required in accordance with ITB Sub-Clause 21.1, any bid not accompanied by a substantially responsive Bid Security in accordance with ITB Sub-Clause 21.1, shall be rejected by the Procuring Entity as non-responsive.
 - 21.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 44.
 - 21.5 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its bid during the period of bid

validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 20.2; or

- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 43;
 - (ii) furnish a Performance Security in accordance with ITB Clause 44.

21.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in Section IV "Bidding Forms," Bidder Information Form Item 7.

- **Format and Signing of Bid**

22.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it "**ORIGINAL.**" In addition, the Bidder shall submit copies of the bid, in the number specified in the **BDS** and clearly mark them "**COPY.**" In the event of any discrepancy between the original and the copies, the original shall prevail.

22.2 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

22.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

- **Submission and Opening of Bids**

- **Submission, Sealing and Marking of Bids**

23.1 Bids shall be submitted by hand in hard copies. The bidder shall enclose the original and each copy of the Bid, including alternative bids, if permitted in accordance with ITB Clause 13, in separate sealed envelopes, duly marking the envelopes as "**ORIGINAL**" and "**COPY.**" These envelopes containing the original and the copies shall then be enclosed in one single envelope. The rest of the procedure shall be in accordance with ITB sub-Clauses 23.2 and 23.3.

23.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
 - (b) be addressed to the Procuring Entity in accordance with ITB Sub-Clause 24.1;
 - (c) bear the specific identification of this bidding process indicated in ITB 1.1 and any additional identification marks as **specified in the BDS**; and
 - (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 27.1.
- 23.3 If all envelopes are not sealed and marked as required, the Procuring Entity will assume no responsibility for the misplacement or premature opening of the bid.
- 23.4 The proposals shall be deposited in the TENDER BOX provided in the address stated in the **BDS**
- **Deadline for Submission of Bids**
 - 24.1 Bids must be received by the Procuring Entity at the address and no later than the date and time **specified in the BDS**.
 - 24.2 The Procuring Entity may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Procuring Entity and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- **Late Bids**
 - 25.1 The Procuring Entity shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 24. Any bid received by the Procuring Entity after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.
- **Withdrawal, Substitution, and Modification of Bids**
 - 26.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 23, duly signed by an authorized representative, and shall include a copy of the authorization (the power of attorney) in accordance with ITB Sub-Clause 22.2, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITB Clauses 22 and 23 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked "WITHDRAWAL," "SUBSTITUTION," or "MODIFICATION;" and
 - (b) received by the Procuring Entity prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 24.
- 26.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 26.1 shall be returned unopened to the Bidders.
- 26.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.
- **Bid Opening**
 - 27.1 The Procuring Entity shall conduct the bid opening in public at the address, date and time **specified in the BDS**. Any specific electronic bid opening procedures required if electronic bidding is permitted in accordance with ITB Sub-clause 23.1, shall be as **specified in the BDS**.
 - 27.2 First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. If the withdrawal envelope does not contain a copy of the "power of attorney" confirming the signature as a person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Next, envelopes marked "SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Bid being substituted, and the substituted Bid shall not be opened, but returned to the Bidder. No Bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening. Envelopes marked "MODIFICATION" shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a

valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

27.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Procuring Entity may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 25.1.

27.4 The Procuring Entity shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, substitution, or modification; the Bid Price, per lot if applicable, including any discounts, and alternative offers if they were permitted; and the presence or absence of a Bid Security or Bid-Securing Declaration, if one was required. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

• Evaluation and Comparison of Bids

- **Confidentiality** 28.1 Information relating to the examination, evaluation, comparison, and post-qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
28.2 Any effort by a Bidder to influence the Procuring Entity in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
28.3 Notwithstanding ITB Sub-Clause 28.2, from the time of bid opening to the time of Contract Award, if any Bidder wishes to contact the Procuring Entity on any matter related to the bidding process, it should do so in writing.
- **Clarification of** 29.1 To assist in the examination, evaluation, comparison and

- Bids** post-qualification of the bids, the Procuring Entity may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Procuring Entity shall not be considered. The Procuring Entity's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Procuring Entity in the Evaluation of the bids, in accordance with ITB Clause 31.
- **Responsiveness of Bids**
 - 30.1 The Procuring Entity's determination of a bid's responsiveness is to be based on the contents of the bid itself.
 - 30.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, if accepted, would:
 - (a) affect in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limit in any substantial way, inconsistent with the Bidding Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
 - 30.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Procuring Entity and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.
 - **Non-conformities, Errors, and Omissions**
 - 31.1 Provided that a Bid is substantially responsive, the Procuring Entity may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
 - 31.2 Provided that the Bid is substantially responsive, the Procuring Entity shall correct arithmetical errors on the following basis:

- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Procuring Entity there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
 - (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
 - 31.3 If the Bidder that submitted the lowest responsive bid does not accept the correction of errors, its Bid shall be rejected.
- **Preliminary Examination of Bids**
 - 32.1 The Procuring Entity shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
 - 32.2 The Procuring Entity shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.
 - (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
 - (b) Price Schedules, in accordance with ITB Sub-Clause 12.2;
 - (c) Bid Security in accordance with ITB Clause 21, if applicable.
- **Examination of Terms and Conditions; Technical**
 - 33.1 The Procuring Entity shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

- Evaluation**
- 33.2 The Procuring Entity shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 18, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 33.3 If, after the examination of the terms and conditions and the technical evaluation, the Procuring Entity determines that the Bid is not substantially responsive in accordance with ITB Clause 30, it shall reject the Bid.
- **Conversion to Single Currency**

34.1 For evaluation and comparison purposes, the Procuring Entity shall convert all bid prices expressed in amounts in various currencies into an amount in a single currency **specified in the BDS**, using the selling exchange rates established by the source and on the date **specified in the BDS**.
 - **Domestic Preference**

35.1 Domestic preference shall not be a factor in bid evaluation, unless otherwise **specified in the BDS**.
 - **Evaluation of Bids**

36.1 The Procuring Entity shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

36.2 To evaluate a Bid, the Procuring Entity shall only use all the factors, methodologies and criteria defined in ITB Clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Bid, the Procuring Entity shall consider the following:

 - (a) evaluation will be done for Items or Lots, as **specified in the BDS**; and the Bid Price as quoted in accordance with clause 14;
 - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 31.3;
 - (c) price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.4;
 - (d) adjustments due to the application of the evaluation criteria **specified in the BDS** from amongst those set out in Section III, Evaluation and Qualification Criteria;
 - (e) adjustments due to the application of a margin of

preference, in accordance with ITB Clause 35 if applicable.

- 36.4 The Procuring Entity's evaluation of a bid will exclude and not take into account:
- (a) In the case of Goods manufactured in the Procuring Entity's Country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
 - (b) in the case of Goods manufactured outside the Procuring Entity's Country, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
 - (c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
- 36.5 The Procuring Entity's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted in accordance with ITB Clause 14. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids, unless otherwise specified in Section III, Evaluation and Qualification Criteria. The factors, methodologies and criteria to be used shall be as specified in ITB 36.3 (d).
- 36.6 If so **specified in the BDS**, these Bidding Documents shall allow Bidders to quote separate prices for one or more lots, and shall allow the Procuring Entity to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.
- **Comparison of Bids** 37.1 The Procuring Entity shall compare all substantially responsive bids to determine the lowest responsive bid, in accordance with ITB Clause 36.
 - **Post-qualification of the** 38.1 The Procuring Entity shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is

- Bidder** qualified to perform the Contract satisfactorily.
- 38.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 19.
- 38.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Procuring Entity shall proceed to the next lowest responsive bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- **Procuring Entity's Right to Accept Any Bid, and to Reject Any or All Bids** 39.1 The Procuring Entity reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

[N.B. The Procuring Entity reserves the right not to award a contract to any party with whom it is currently in litigation or with whom it has been previously involved in litigation]

• Award of Contract

- **Award Criteria** 40.1 The Procuring Entity shall award the Contract to the Bidder whose offer has been determined to be the lowest responsive bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
- **Procuring Entity's Right to Vary Quantities at Time of Award** 41.1 At the time the Contract is awarded, the Procuring Entity reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section V, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
- **Notification of Award** 42.1 Prior to the expiration of the period of bid validity, the Procuring Entity shall notify the successful Bidder, in writing, that its Bid has been accepted.
42.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.

- 42.3 The Procuring Entity shall publish on the National Contracts Commission's website the results identifying the bid, lot numbers, name of the winning Bidder, and the price it offered, as well as the duration and summary scope of the contract awarded. After publication of the award, unsuccessful bidders may request in writing to the Procuring Entity for a debriefing seeking explanations on the grounds on which their bids were not selected. The Procuring Entity shall promptly respond in writing to any unsuccessful Bidder who, after Publication of contract award, requests a debriefing.
- 42.4 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 44, the Procuring Entity will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 21.4.
- **Signing of Contract**
 - 43.1 Promptly after notification, the Procuring Entity shall send the successful Bidder the Agreement and the Special Conditions of Contract.
 - 43.2 Within twenty-eight (28) days of receipt of the Agreement, the successful Bidder shall sign, date, and return it to the Procuring Entity.
 - **Performance Security**
 - 44.1 Within twenty eight (28) days of the receipt of notification of award from the Procuring Entity, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section VIII Contract forms, or another Form acceptable to the Procuring Entity. The Procuring Entity shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 21.4.
 - 44.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Procuring Entity may award the Contract to the next lowest responsive bidder, whose offer is substantially responsive and is determined by the Procuring Entity to be qualified to perform the Contract satisfactorily.

Section II. Bidding Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

ITB Clause Reference	A. General
ITB 1.1	The Procuring Entity is: <i>Bank of Jamaica</i>
ITB 1.1	<p>The name and identification number of the ICB are: <i>Provision of Budget System</i> <i>RFP#2018-42-01-01</i></p> <p>The number, identification and names of the lots comprising this ICB are: <i>Not Applicable</i></p>
ITB 2.1	<p>The name of the Project is: <i>Provision of Budget System at the Bank of Jamaica.</i></p>
ITB 4.5	<p>At the time of the tender the bidder shall present to the Procuring Entity a valid Tax Compliance Certificate for due taxes in Jamaica.</p> <p><i>Overseas bidders will be required to obtain a valid Tax Compliance Certificate if they are selected for contract award and where any aspect of the contract will require work to be done in Jamaica.</i></p>
ITB 4.6	<p>At the time of tender, if indicated herein in ITB 4.6 below, the bidder must be registered with the National Contracts Commission "Register of Public Sector Contractors".</p> <p>Under the National Contracts Commission "Register of Public Sector Contractors", the required registration category is: <i>Information Technology Services</i></p> <p><i>Overseas bidders will be required to obtain NCC Registration if they are selected for contract award.</i></p> <p>For more information: http://www.ocg.gov.jm</p> <p>Overseas bidders are required to submit their Company or Business Registration Certificate</p>

	B. Contents of Bidding Documents
ITB 7.1	<p>For <u>Clarification of bid purposes</u> only, the Procuring Entity's address is:</p> <p>Attention: Head of Procurement Procurement Administration Section Bank of Jamaica Nethersole Place Kingston, Jamaica</p> <p>Telephone: 876-922-0750 Facsimile number: 876-967-3325 Electronic mail address: bojtender@boj.org.jm</p> <p>All enquiries and requests for clarification regarding the RFP shall be made by emailing bojtender@boj.org.jm by Wednesday, 24 October 2018. Responses to all queries will be made available to all Bidders by Friday, 26 October 2018. (It is therefore incumbent on Bidders to monitor their emails).</p>
	C. Preparation of Bids
ITB 10.1	The language of the bid is: English
ITB 11.1 (h)	<p>The Bidder shall submit the following additional documents in its bid:</p> <ol style="list-style-type: none"> 1. Bid Information Form 2. Declaration Form (see Section IV) 3. Disclaimer (see Section IV) 4. Executive Summary: a summary of the entire proposal, which must include at a minimum: <ol style="list-style-type: none"> i. An overview of the total solution proposed, including all proposed and future potential linkages, and describing the benefits to the BOJ of each part of the solution; ii. Brief information on all proposed products and services, including software, project management, software customisation, implementation, testing, documentation, training and ongoing support for

	<p>software;</p> <p>iii. A statement accepting the BOJ's terms and conditions;</p> <p>iv. A written confirmation that, if awarded the contract, the bidder will accept responsibility for successful integration and interoperability of the proposed solution with the BOJ's ICT environment.</p> <p>5. Company Registration Certificate</p>
ITB 13.1	Alternative Bids <i>shall not be</i> considered.
ITB 14.5	The Incoterms edition is: Incoterms 2010
ITB 14.6 (b) (i) and (c) (iii)	Place of Destination: <i>Bank of Jamaica, Nethersole Place, Kingston, Jamaica</i>
ITB 14.6 (a) (iii); (b) (ii) and (c) (v)	"Final destination (Project Site)": <i>Bank of Jamaica, Nethersole Place, Kingston, Jamaica</i>
ITB 14.6 (b) (iii)	In addition to the CIP price specified in ITB 14.6 (b) (i), the price of the Goods manufactured outside the Procuring Entity's Country shall be quoted: Delivered Duty Paid (DDP)
ITB 14.7	The prices quoted by the Bidder <i>shall not</i> be adjustable.
ITB 14.8	Prices quoted shall correspond to 100% of the items specified.
ITB 15.1	The Bidder <i>is not</i> required to quote in the currency of the Procuring Entity's Country the portion of the bid price that corresponds to expenditures incurred in that currency.
ITB 18.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): <i>N/A</i>
ITB 19.1 (a)	Manufacturer's authorization is: Required
ITB 19.1 (b)	After sales service is: Required
ITB 20.1	The bid validity period shall be 180 days .
ITB 21.1	Bid shall include a Bid Security in the form of a bank guarantee (included in Section IV Bidding Forms), or Letter of Credit, Bond

	Issued by Surety or a Bank Draft payable to the Bank of Jamaica.
ITB 21.2	The amount of the Bid Security shall be: <i>US\$2,000.00</i>
	D. Submission and Opening of Bids
ITB 23.1	Bidders <i>shall not</i> have the option of submitting their bids electronically.
ITB 23.2 (c)	<p>Packaging Instructions</p> <p>All envelopes must be sealed. Failure to seal an envelope may result in the rejection of the proposal.</p> <p>The Bidder shall use “The Two-Envelope Bidding System”. The bid shall be submitted in two parts:</p> <p>(i) Technical proposal and (ii) Financial Proposal as provided below.</p> <p>The Technical Proposal (original hard copy, second hard copy and compact disc/flash drive copy) and the Financial Proposal (original hard copy, second hard copy and compact disc/flash drive copy) must be placed in separate envelopes and clearly marked “Technical Proposal” and “Financial Proposal” respectively, with the RFP name and number clearly marked on each.</p> <p>Both envelopes (containing the Financial and Technical proposals respectively) shall be placed in one envelope which must be clearly labeled with the RFP name and number and addressed as directed.</p> <p>The outer envelope shall be free of marks, words, and symbols which may be used to identify the Bidder. The inner envelopes shall indicate the name and full address of the Contractor. If the outer envelope is not sealed and marked as above the Procuring Entity will assume no responsibility for the misplacement, or premature opening of the price proposal.</p> <p>Where alternative tenders are being submitted they must be packaged separately and clearly differentiated e.g. “Principal Proposal” or “Secondary Proposal” as appropriate. Proposals will be evaluated independently with no reference to any other Proposal(s).</p> <p>The envelope containing the Technical Proposal (original and copy) shall be clearly marked:</p> <p style="text-align: center;">TECHNICAL PROPOSAL RFP#2018-42-01-01</p>

	<p style="text-align: center;">Provision of Budget System</p> <p>and shall have the name and return address of the Bidder.</p> <p>The envelope containing the Technical Proposal shall contain the documents listed at Item 1.1 Bid Submission Guidelines (Appendix I). Failure to include all these items in the envelope marked "Technical Proposal" may result in the disqualification of the bid.</p> <p><u>Please ensure that your bid price is not included in the envelope marked "Technical Proposal".</u></p> <p>The envelope containing the Financial Proposal (original and copy) shall be clearly marked:</p> <p style="text-align: center;">FINANCIAL PROPOSAL</p> <p style="text-align: center;">RFP#2018-42-01-01 Provision of Budget System</p> <p>and shall have the name and return address of the Bidder.</p> <p>The envelope containing the Financial Proposal shall contain the information described in Item 1.2 Bid Submission Guidelines (Appendix I). Failure to include all the items in the envelope marked "Financial Proposal" may result in the disqualification of the bid.</p>
ITB 24.1	<p>For bid submission purposes, the Procuring Entity's address is:</p> <p style="text-align: center;">Attention: Head of Procurement</p> <p style="text-align: center;">Address: Bank of Jamaica Nethersole Place, Kingston, Jamaica</p> <p>The deadline for the submission of bids is Friday, 9 November 2018 at 10:00 a.m. (Jamaica Time)</p>
ITB 27.1	<p>The bid opening (Technical Proposals) shall take place at:</p> <p style="text-align: center;">Bank of Jamaica Nethersole Place Kingston, Jamaica</p> <p>Date: Friday, 9 November 2018 at 10:10 a.m. (Jamaica Time)</p> <p>The Financial Opening will take place at:</p> <p style="text-align: center;">Bank of Jamaica Nethersole Place</p>

	<p style="text-align: center;">Kingston, Jamaica</p> <p style="text-align: center;">Friday, 23 November 2018 at 10:00 a.m. (Jamaica Time)</p>
	<p>E. Evaluation and Comparison of Bids</p>
ITB 34.1	Bid prices must be quoted in United States dollars.
ITB 36.3(a)	<p>Bids will be evaluated on the basis of their responsiveness to the RFP using the Quality and Cost-Based Selection (QCBS) methodology, and evaluation criteria and weightings set out in Section III - Evaluation & Qualification Criteria.</p> <p>(Bidders failing to attain the minimum qualifying score of 70 points in each category will be deemed non-compliant and not eligible to participate in the Financial Evaluation.)</p>
	<p>F. Award of Contract</p>
ITB 40.1	The contract will be awarded to the bidder attaining the highest overall score.
ITB 41.1	<p>The maximum percentage by which quantities may be increased is: <i>Not Applicable</i></p> <p>The maximum percentage by which quantities may be decreased is: <i>Not Applicable</i></p>

Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Procuring Entity may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

Contents

1. Bid Submission Guidelines
2. Evaluation Criteria

Appendix I

1. Bid Submission Guidelines

1.1 Technical Proposal

This should contain the following:

1.1.1 Bidder Profile

A business profile of the bidder, which should include the following:

1. Audited or Certified financial statements for the last two (2) years of operation (no earlier than 2015);
2. Organisational history and structure, including number of years in operation, description of services, business registration document, and location of relevant sites/offices;
3. Number of staff - total employed and number relevant to this proposal;
4. History of products proposed, and future development plans;
5. List of current projects involving the proposed product inclusive of status of implementation (at least 75% completed) and key personnel assigned;
6. Completed Referral Forms for at least three (3) clients ([Section IV-Bidding Forms](#));
7. The Project Team including the structure (at least a two-tier structure) and the roles and responsibilities of the team members and their experience and qualification (short CVs);
8. Expectations or requirements of the Procuring Entity to facilitate User Acceptance Testing (UAT) and Training.

1.1.2 Proposed Solution

This section should provide complete information regarding all aspects of the bidder's proposed solution. This section should be used to demonstrate the bidder's full understanding of required budget software & financial management system and should be structured as follows:

1. An overview of the full proposed system, describing how the proposed

system will link to other systems and the benefit to the BOJ, particularly those specified in [Section V. Schedule of Requirements](#).

2. An item-by-item response to the detailed requirements for each proposed system element. Bidders are also to indicate compliance to each requirement by completing the check box provided ([Item 4 - Functional Requirements](#)).
3. A proposed Project Plan showing all important project phases and timeframes. This will be used as the basis for negotiating the Agreed Project Plan with the successful bidder.
4. Description of Support Services. This should include a copy of the bidder's applicable support to be provided, licensing, problem escalation procedures etc. and warranties.
5. Related and relevant technical literature on the proposed product and services should be included as Appendices to the proposal and clearly cross-referenced from the main body of the proposal as necessary.

1.2 Financial Proposal

Bidders are required to complete the Bid Submission Form and the Price Schedule ([see Section IV Bidding Forms](#)) provided along with the RFP documents. *This soft copy must be included in the package containing the Financial Proposal.* Where any discrepancy exists between the hard and soft copies, the figures in the hard copy marked "Original" will be used. The proposal shall include:

1. Bid Submission Form;
2. Total cost summary;
3. Detailed Cost proposal, containing a detailed description and breakdown of all costs associated with the proposed product and services, clearly distinguishing between one-time and recurrent costs. This should cover:
 - i. Application Software;
 - ii. Licence fees;
 - iii. Project management;
 - iv. Software configuration and customisation;
 - v. Implementation;
 - vi. Testing;

- vii. Documentation;
- viii. Training;
- ix. All recurrent costs for years 2-5, including licence charges, support and maintenance for all products;
- x. All Applicable taxes;
- xi. Shipping and insurance costs to Kingston, Jamaica
- xii. Any other costs.

1.2.1 Cost Requirements

1. Bidders must indicate all terms and conditions affecting their final price.
2. Bidders should provide very competitive pricing arrangements for all products and services.
3. The Proposal must contain a summary of costs with the unit of pricing stated clearly.
4. Bidders know their products best and should in this regard not necessarily restrict their Proposals exclusively to the requirements listed in this RFP, if they feel that available optional features not described herein could further the BOJ's immediate and future business interests. In this case, Bidders may list and price such features separately.
5. The Bidder should also itemise and price all services proposed on a **fixed price**, including at least all the items specified at [Item 1.2 - Financial Proposals](#).
6. Bids should include all applicable taxes whether levied in Jamaica or foreign countries. Taxes should be shown distinctly and separately, indicating the basis on which they have been calculated (rate etc.).
7. The Bidder's proposed payment schedule must be clearly indicated and based on deliverables. The BOJ's proposed payment schedule for the solution is detailed at [Section VII, Special Conditions of Contract](#). The final payment schedule will be negotiated with the successful Bidder.
8. The final payment of 20% of the total Contract Price will be paid on the satisfactory completion of the on-site support period following cut-over.

2.1 Evaluation Criteria

Proposals will be evaluated on the best value to the BOJ using the following selection criteria:

- **Technical Requirements**

Proposals will be assessed to determine compliance with all the requirements identified in this RFP. Substantial non-compliance will lead to a proposal being rejected.

- **Technical Quality**

A detailed evaluation based on the technical quality and functionality of the solution offered and:

1. Compliance with the detailed system requirements as set out in the full RFP;
2. Data communications and networking;
3. Security of the overall solution, particularly for interfaces with other systems;
4. Assessment of the proposed solution presented at the Vendor Demonstration Meeting on [13 - 15 November 2018](#).

- **Bidder Capability**

This criterion will be based on the evidence presented in the Technical Proposal as specified in [Item 1.1 \(Technical Proposal\)](#). Specific areas to be evaluated will include:

1. Bidder's stability and financial status;
2. The ability of the bidder to provide support services during the implementation of the system;
3. Bidder's track record in implementing the proposed solution in financial institutions.

- **Implementation Training, Support & Warranty**

This criterion will be particularly based on responses to [\(Item 6. Training, Support & Warranty\)](#) of the Technical Specifications. Specific areas to be evaluated will include:

- i. Project plan;
- ii. Training;
- iii. Documentation;
- iv. Ongoing Support and Warranty.

2.2 Evaluation Process

The process for evaluating proposals and selecting the successful supplier is expected to include the following main steps:

1. **Pre-Evaluation**

All proposals will be carefully checked against the stated criteria outlined in [Instructions to Bidders](#). Any non-complying bid will be rejected, the bidder notified and their financial proposal returned unopened.

2. **Technical Evaluation**

- a. Bidders passing pre-evaluation will be invited to visit the BOJ to demonstrate and present their proposed solution. Bidders will receive formal advice of these meetings following the pre-evaluation process.
- b. As part of the technical evaluation, the BOJ may reference checks to gather information about a solution's capabilities and limitations during live operations;
- c. BOJ will undertake reference checks;
- d. Submitted Proposals will be assessed and ranked based on the Evaluation criteria and weightings at [\(Item 2.3 - Evaluation Framework\)](#) below;
- e. Bids not attaining a minimum qualifying Technical Score of 70 points will be eliminated;

3. Financial Evaluation

Financial Proposals will be opened for all those bidders who have received more than the minimum scores required. The Evaluation Team will review the Financial Proposals for arithmetic errors. Errors found will be corrected for evaluation purposes. In all instances, the Unit Price will prevail as the basis for correction. Where an error requires the Evaluation Team to seek clarification from a Bidder, the Bidder's response must be received in writing within the prescribed time included in BOJ's notification of error.

4. Selection of Successful Bidder

Following the Financial Evaluation, the Evaluation Team will finalise its recommendations for award of contract.

2.3 Evaluation Framework

The Technical Score will be calculated from the responses to the five (5) categories in the RFP and will be awarded points as shown in the following table:

TECHNICAL EVALUATION FRAMEWORK			
	Maximum Score	Minimum Score	Section Weighting
1. Bidder Capability, <i>consisting of:</i>	100 Points	70	10%
Quality of the proposal	10		
Relevant experience and qualification	20		
Financial health and stability	20		
Past Experience Record / Track Record	50		
2. General System Requirements	100 Points	70	10%
3. Functional Requirements	100 Points	70	50%
4. System Interfaces	100 Points	70	10%
5. Training, Support & Warranty	100 points	70	20%
Project Management	30		
Training	20		
Documentation	20		
On-going Support and Warranty	30		
TOTAL			100%

(Bidders failing to attain a minimum qualifying score of 70 points in each category will be deemed non-compliant and not eligible to participate in the Financial Evaluation.)

EVALUATION FORMULA

- A. The **Technical Score** will be scored using the following formula, where:

Qt is the score of the Technical Proposal

t = Technical weighting (80%)

TP is total score (out of 100) for Technical Proposal

$$Qt = TP / 100 \times t$$

- B. The **Financial Score** will be scored using the following formula, where:

Cf is the score of the Financial Proposal;

c = Cost weighting (20%)

Flow is the lowest Bid price; and

F is the Bid price of the Proposal under consideration,

$$Cf = c \times Flow / F$$

- C. **Total Score** = Qt + Cf

Total Score = Technical Score + Financial Score

The award recommendation will be based on the highest final bid score.

2.6 Clarifications and Waivers

In order to obtain the most advantageous offer for the BOJ, the BOJ reserves the right at its sole discretion:

1. To request clarification from Bidders at any time during the evaluation process. Bidders will be given a deadline to respond. Failure to meet this deadline may result in the Proposal being considered non-compliant and given no further consideration.
Where the BOJ seeks clarification, no change in the price or substance of the tender shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the proposals.
2. To accept any portion or all items proposed, if deemed in the best interest of the BOJ.

2.7 Rejection of Proposal

1. The BOJ retains the right to accept or reject any or all proposals at any time prior to the award of Contract, without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the reasons for rejection.

2. The BOJ also retains the right to declare the RFP unsuccessful if there is sufficient evidence of lack of responsiveness to the requirements specified, or if the BOJ determines that the Bid prices are unreasonably high.
3. Any restrictions on the use of data contained within the Proposal must be clearly stated in the proposal itself. All materials submitted regarding this RFP become the property of the BOJ until the tender opening and will not be returned to the Bidder at the BOJ's expense.
4. The BOJ is not obligated to award any contract as a result of the RFP.

2.8 Response and Timeframe

1. It is in the best interest of the BOJ to process the Bidders' responses and to enter into a contract for these services in a timely and efficient manner.
2. The following table gives the currently-planned timetable for RFP evaluation.

(These dates are the BOJ's current best estimate, but do not imply any commitment by the BOJ to adhere to them).

ACTIVITY	DATE
Final Date for Bidders' Questions	24 October 2018
Final responses provided to bidders' questions	26 October 2018
RFP Closure	9 November 2018
Vendor Demonstration Meeting	13 - 15 November 2018
Opening of Financial Proposals	23 November 2018

Section IV. Bidding Forms

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Bidder Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*
ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Bidder's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration]</i>
4. Bidder's Year of Registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Legal Address in Country of Registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB Sub-Clause 4.1. <input type="checkbox"/> In case of government owned entity from the Procuring Entity's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Joint Venture Partner Information Form - Not Applicable

[The Bidder shall fill in this Form in accordance with the instructions indicated below].

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Page _____ of _____ pages

1. Bidder's Legal Name: <i>[insert Bidder's legal name]</i>
2. JV's Party legal name: <i>[insert JV's Party legal name]</i>
3. JV's Party Country of Registration: <i>[insert JV's Party country of registration]</i>
4. JV's Party Year of Registration: <i>[insert JV's Part year of registration]</i>
5. JV's Party Legal Address in Country of Registration: <i>[insert JV's Party legal address in country of registration]</i>
6. JV's Party Authorized Representative Information Name: <i>[insert name of JV's Party authorized representative]</i> Address: <i>[insert address of JV's Party authorized representative]</i> Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Party authorized representative]</i> Email Address: <i>[insert email address of JV's Party authorized representative]</i>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 2, above, in accordance with ITB Sub-Clauses 4.1 and 4.2. <input type="checkbox"/> In case of government owned entity from the Procuring Entity's country, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 4.5.

Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ICB No.: *[insert number of bidding process]*

Invitation for Bid No.: *[insert No of IFB]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Entity]*

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: _____ *[insert the number and issuing date of each Addenda];*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services _____ *[insert a brief description of the Goods and Related Services];*
- (c) The total price of our Bid, excluding any discounts offered in item (d) below, is: _____ *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The discounts offered and the methodology for their application are:

Discounts: If our bid is accepted, the following discounts shall apply. _____ *[Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]*

Methodology of Application of the Discounts: The discounts shall be applied using the following method: _____ *[Specify in detail the method that shall be used to apply the discounts];*

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 20.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 24.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 44 and GCC Clause 17 for the due performance of the Contract;
- (g) We, including any subcontractors or suppliers for any part of the contract, have nationality from eligible countries_____ *[insert the nationality of the Bidder, including that of all parties that comprise the Bidder, if the Bidder is a JV, and the nationality of each subcontractor and supplier]*
- (h) We have no conflict of interest in accordance with ITB Sub-Clause 4.2;
- (i) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared ineligible by GOJ, under the Procuring Entity’s country laws or official regulations, in accordance with ITB Sub-Clause 4.3;
- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]*

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest responsive bid or any other bid that you may receive.

Signed: _____ *[insert signature of person whose name and capacity are shown]*

In the capacity of _____ *[insert legal capacity of person signing the Bid Submission Form]*

Name: _____ *[insert complete name of person signing the Bid Submission Form]*

Duly authorized to sign the bid for and on behalf of: _____ *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule Forms

[The Bidder shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in column 1 of the Price Schedule shall coincide with the List of Goods and Related Services specified by the Procuring Entity in the Schedule of Requirements.]

Price Schedule: Goods Manufactured Outside the Procuring Entity's Country, to be Imported

(Group C bids, goods to be imported)								Date: _____
Currencies in accordance with ITB Sub-Clause 15								ICB No: _____
								Alternative No: _____
								Page No _____ of _____
1	2	3	4	5	6	7	8	9
Line Item No	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP <i>[insert place of destination]</i> in accordance with ITB 14.6(b)(i)	CIP Price per line item (Col. 5x6)	Price per line item for inland transportation and other services required in the Procuring Entity's country to convey the Goods to their final destination specified in BDS	Total Price per Line item (Col. 7+8)
<i>[insert number of the item]</i>	<i>[insert name of good]</i>	<i>[insert country of origin of the Good]</i>	<i>[insert quoted Delivery Date]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price CIP per unit]</i>	<i>[insert total CIP price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert total price of the line item]</i>
Total Price								

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[Insert Date]*

Price and Completion Schedule - Related Services

Currencies in accordance with ITB Sub-Clause 15						Date: _____ ICB No: _____ Alternative No: _____ Page No _____ of _____
1	2	3	4	5	6	7
Service No	Description of Services (excludes inland transportation and other services required in the Procuring Entity's country to convey the goods to their final destination)	Country of Origin	Delivery Date at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1		<i>[insert country of origin of the Services]</i>	<i>[insert delivery date at place of final destination per Service]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Total Bid Price						

Name of Bidder *[insert complete name of Bidder]* Signature of Bidder *[signature of person signing the Bid]* Date *[insert date]*

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: _____ *[Name and Address of Procuring Entity]*

Date: _____

BID GUARANTEE No.: _____

We have been informed that *[name of the Bidder]* (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of *[name of contract]* under Invitation for Bids No. *[IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

At the request of the Bidder, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*[amount in words]*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date. This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458.

[signature(s)]

Bid Security (Bid Bond)

[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]

BOND NO. _____

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, authorized to transact business in *[name of country of Procuring Entity]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Entity]* as Obligee (hereinafter called "the Procuring Entity") in the sum of *[amount of Bond]*¹ *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written Bid to the Procuring Entity dated the ___ day of _____, 20___, for the construction of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) withdraws its Bid during the period of bid validity specified in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Procuring Entity during the period of Bid validity; (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the Performance Security, if required, in accordance with the Instructions to Bidders.

then the Surety undertakes to immediately pay to the Procuring Entity up to the above amount upon receipt of the Procuring Entity's first written demand, without the Procuring Entity having to substantiate its demand, provided that in its demand the Procuring Entity shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid validity as stated in the Invitation to Bid or extended by the Procuring Entity at any time prior to this date, notice of which extension(s) to the Surety being hereby waived.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this ___ day of _____ 20___.

Principal: _____
Corporate Seal (where appropriate)

Surety: _____

(Signature)
(Printed name and title)

(Signature)
(Printed name and title)

¹ The amount of the Bond shall be denominated in the currency of the Procuring Entity's country or the equivalent amount in a freely convertible currency.

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]

Date: *[insert date (as day, month and year) of Bid Submission]*

ITB No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Procuring Entity]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on _____ day of _____, _____ *[insert date of signing]*

Declaration Form

Name of Bidder: _____

Address of Bidder: _____

We (_____) hereby declare that to the best of our information, knowledge and belief and after due inquiry, the Bidder is not insolvent nor has it taken any corporate action nor has any other steps been taken or legal proceedings started or threatened against the bidder for its winding up, dissolution or reorganization or for the appointment of a receiver, administrator, trustee or subsidiary of the Bidder for any or all of its assets and undertaking.

That, so far as we are aware after due enquiry, no litigation, arbitration or administrative proceedings are at present current, pending or threatened, which might if adversely determined have a material adverse effect on the business, assets or financial condition of the Bidder or those of any of its subsidiaries.

Signature and Seal

Date

Note: This letter of authority must be on the letterhead of the Auditor or Legal firm and must be included by the Bidder with its bid.

Disclaimer

TO: Bank of Jamaica
Nethersole Place
Kingston

NAME OF BIDDER:

ADDRESS OF BIDDER:

RFP NAME AND NUMBER: [RFP# 2018-42-01-01 Provision of Budget System](#)

We, the above-mentioned Bidder for the bid referred to above, hereby verify that the information contained in our bid document is accurate and hereby acknowledge that the Bank of Jamaica does not give any representation, warranty or undertaking, expressed or implied in respect of the information contained in the bid document and no responsibility or liability will be accepted by the Bank of Jamaica as to the accuracy or completeness of the document or for any other written or oral information made available to bidders.

Signature and Seal

Date

Note: This letter of authority must be on the letterhead of the Contractor/Company and must be included by the Bidder with its bid.

#

CLIENT REFERRAL FORM
BANK OF JAMAICA
NETHERSOLE PLACE,
KINGSTON

Reference for:

NAME: _____

ADDRESS: _____

DURATION OF CONTRACT: _____

COMPARABLE RATINGS:

Excellent - 6; Good - 4; Satisfactory - 2; Need Improvement - 1; Poor - 0

Overall Rating

1. How would you rate the overall quality of the product provided?
Excellent [] Good [] Satisfactory [] Need Improvement [] Poor []

2. How would you rate the overall quality of service provided?
Excellent [] Good [] Satisfactory [] Need Improvement [] Poor []

Performance

3. How do you rate quality of support services provided?
Excellent [] Good [] Satisfactory [] Need Improvement [] Poor []

4. How do you rate the company's responsiveness to support requests?
Excellent [] Good [] Satisfactory [] Need Improvement [] Poor []

5. How do you rate the level of consistency in the company's performance?
Excellent [] Good [] Satisfactory [] Need Improvement [] Poor []

6. What do you consider to be the strong and weak points in the company's performance?

7. Would you recommend this company?

No [] Yes []

Please give general comments on this company's performance.

Sign: _____

Title: _____

Company's stamp/seal here

N.B. Client Referral Form must be submitted under individual cover in sealed envelopes.

PART 2 - Supply Requirements

Section V. Schedule of Requirements

Contents

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2. List of Related Services and Completion Schedule

[This table shall be filled in by the Procuring Entity. The Required Completion Dates should be realistic, and consistent with the required Goods Delivery Dates (as per Incoterms)]

Service	Description of Service	Quantity ¹	Physical Unit	Place where Services shall be performed	Final Completion Date(s) of Services
1	Project Management			<i>Bank of Jamaica, Nethersole Place, Kingston, Jamaica</i>	<i>[insert required Completion Date(s)]</i>
2	Training (and Knowledge Transfer)				
3	Documentation				
4	Ongoing Support & Warranty				

3. Technical Specifications

1. Introduction

The Bank of Jamaica (Bank) is seeking the services of a suitably qualified information technology firm to provide a modern on-premise Budget System. The system will replace the existing budgeting system.

The budgeting system is the method by which funds are allocated for the Bank's mission critical projects, acquisitions and other financial activities. The budget administration function requires greater analysis of the Bank's financial data and therefore requires a more cutting edge, information technology driven budgeting system. The system should also need to be a fully integrated budget and purchase requisitioning system.

This Request for Proposal (RFP) is issued by the BOJ for the supply and full implementation of a Budget System with analytical and reporting capabilities and related linkages.

2. Overview of BOJ's Current ICT Environment

The current ICT environment at the BOJ is based on a Local Area Network (LAN) with Windows servers and Windows clients in client-server relationships. The backbone of the LAN is gigabit fibre to all floors in BOJ's premises in downtown Kingston, with Cat6 and Cat5E cabling to servers and Cat5E cabling to workstations. A warm-site with similar configuration is located in New Kingston.

User Workstations

The BOJ has approximately 500 PC workstations from a number of suppliers (mainly HP, Dell and Lenovo) running Microsoft Windows 7, 8.1 and 10.

Application Servers

The BOJ server farm contains multi-vendor server hardware including IBM, HP and Dell. Server operating systems include OS/400 V7R1, Windows Server. The environment contains physical and virtual systems.

The Bank has an Enterprise Agreement with Microsoft.

Database Servers

BOJ applications use the following Relational Database Management Systems (RDBMS):

- Microsoft SQL Server (preferred)
- Oracle
- IBM DB2

The choice of database is determined by the applications that are in operation. Each database type has its own database server. All databases (except for that running IBM DB2) are running Intel hardware and Microsoft Windows Server.

Data Storage

The Bank has Dell EqualLogic iSCSI Storage Area Network (SAN) equipment installed at both the primary and alternate sites.

Applications

All user workstations are configured for Internet access and run office productivity tools including Microsoft Office Professional.

Report Writer

The BOJ uses Crystal Reports Version 11 as the standard report writing software and has considerable expertise in this area.

Local Area Network

The LAN is a switched Ethernet based network running over a gigabit fibre backbone to all floors in the BOJ building. Servers are connected to the backbone at 1 Gb/s via Cat6 and Cat5E cabling. Workstations are connected at 100MB via Cat5E cabling. The communication protocol used is TCP/IP.

Network Management

This is effected using Dameware Remote management tools, Microsoft SMS, Microsoft Active Directory and Solar Winds Suite.

Internet

The primary Internet connection for data is via a fibre network.

Information Security

Security facilities currently in place include the following:

- A comprehensive security policy has been developed and is available to all staff.
- **Firewall:** High availability configuration at primary site and single node at the alternate site.
- **Other software protection:** includes Intrusion Detection, Anti-Virus & Anti-Spyware, Email & Web Security Appliances and Content Management.
- **Data backup:** to tapes is carried out on a daily, weekly, monthly and yearly cycle using Veritas backup software and FalconStor CDP solution.
- **Access control:** utilises two-factor authentication of users via SafeNet Authentication Client.
- Secure sessions over the internet using Secure Socket Layer (SSL) protocol.

Support

The Bank provides its own technical and operational support. Hardware maintenance agreements are in place for server hardware.

3. General System Requirements

The application should be compatible with BOJ ICT environment and must have the following features and characteristics:

- Microsoft Windows Server - In addition to server operating system(s), proposals should clearly specify in detail any other system software that will be required to run the proposed applications
- Workstations (PC) Operating System - preferred O/S is Windows 10 but must be certified for Window 7 and 8.1
- Web-based - bidders must state which browsers are supported. Must support IE 11
- Thin Client architecture
- Comply with industry standard Open Systems conventions and interfaces which allow the system to be interfaced easily with other systems
- Be highly secure in all aspects such as:
 - Enforce sound password management that includes enforcing the use of “strong” passwords, expire passwords at parameter defined intervals, disable accounts after parameter defined attempts and not allow the use of parameter driven number of previously used passwords
- Be highly usable and exhibit uniform “look and feel” characteristics consistent with standard graphical user interface (GUI) menu and command presentation across the entire system
- Provide online access to and reporting of historical records - covering a period of at least ten (10) years
- Provide standard reports and ability to create custom reports
- Provide full audit trails for all activities within the system, including system accesses and changes completed;

- Logging invalid access attempts at workstations
- Generate audit and management reports
- All documentation should be in English, fit for purpose, and at a minimum, should include:
 - Product Literature; User and Technical Documentation
 - Provide online, context sensitive help in English for all User and Administrator functions

4. Functional Requirements

The application should provide functionality to meet the following business requirements depicted in the table below:

		Compliance
	Function Description	Check Box
		Yes / No
	General	
1	Provide a fully integrated system that supports the budget planning and monitoring processes as well as Requisitioning and Purchasing capabilities	
2	Able to interface with other systems such as the General Ledger (Signature 10) and the Payments Systems (RTGS, SWIFT, ACH).	
3	Provide an easy to use/intuitive Graphical User Interface (GUI)	
4	Able to provide different levels of access control	
5	Provide an effective communication system (Customizable dash boarding and reporting system)	
6	Able to support multiple work flows	
7	Generate audit and management reports	
8	Maintain manufacturer and vendor details	
9	Maintain user accounts and access privileges	
	Budget Planning and Monitoring Module	
	Data Input and Processing -	
1	Able to input data from multiple sources electronically or manually. Facilitate the use of templates.	
3	Allow users with required permissions to enter global assumptions data that will be filtered throughout the budget	
4		
5		
6		
7		

		Compliance
	Function Description	Check Box
		Yes / No
8	Provide comments capability.	
9	Provide final online approval of the budget and prevent further changes. Able to facilitate versioning (Maintain different versions of the budget until final approval).	
	Reporting -	
1	Provide online monitoring of the approved budget by budget centres	
2	Provide a reporting and monitoring module that supports ad hoc and standard reports	
3	Able to compare budget data across divisions and budget periods	
4	Provide scenario analysis based on user defined parameters	
5	Provide user with capability to create financial and non-financial Key Performance Indicators (KPI's)	
6	Facilitate financial reporting by providing management reports to include Comparative Analysis of current year actual vs budget and/or current YTD vs prior YTD for the following line items: <ul style="list-style-type: none"> • Expenditure Reports • Revenue Performance Reports • Capital Projects Performance Reports 	
7		
8	Able to allow Divisions to 'drill down' to detailed reports for analysis	
	Purchasing and Requisition Module	
	Data Input and Processing -	
	Purchase Requisitions -	
1	Able to create purchase requisitions	
2	Able to allow Requisition Requests to be entered from source, that is, in departments, and at the Inventory Stores in the case of stock replenishment	
3	Able to create Quotation Requests	
4	Able to drill down to individual items	
5	Able to create list of products and services	
6		
7	Able to maintain a supplier database and requisition details and quotation details	
8	Provide online/electronic review and multiple level approval of purchase requisitions based on parameters (eg value) and submit to the Procurement Section	

		Compliance
	Function Description	Check Box
		Yes / No
9	Provide comments capability	
10	Able to confirm amounts already spent	
11	Able to confirm amounts in the approved budget	
12	Able to confirm amounts committed	
13	Facilitate system alerts e.g. when approaching the approved budget limit	
14	Provide an override function to allow multiple level approval of expenditure over the approved budget limit	
	Purchase Orders -	
1	Able to automatically generate purchase order based on approved purchase requisition	
2	Able to allow for the selection of a Supplier and associated Quotation for the creation of a Purchase Order	
3	Provide online/electronic review and multiple level approval of purchase orders based on parameters (value)	
4		
5	Able to attach supporting documentation	
	Reporting -	
1	Provide reports with details on Budgeted Expenditure, Actual Expenditure and Committed Expenditure	

5. System Interfaces

Signature 10.1 from Fiserv is the BOJ's current accounting and general ledger system and must be interfaced with the proposed application. The application must have the capability of pulling actual data from and push budget and forecasting data to Signature GL module. The application must also be able to interface with the payment system.

6. Training, Support and Warranty

Project Management

A project plan should be submitted and should include:

- i. System Development, Delivery and Installation Plan;
- ii. Installation and User Acceptance Testing Plan;
- iii. Data Migration (System Cutover and Onsite Support);
- vii. Implementation Timeline (Delivery Period).

Training

The BOJ considers training and knowledge transfer to be among the most important factors for the successful implementation of any system project. Bidders should describe all proposed training modules, the number of people that will need to be trained and the duration of each training module. Vendors should specify any prerequisites that must be satisfied prior to the commencement of training.

Training should be specified for management, supervisory or operational staff as well as technical training for the budget users, budget administrators and system administrators. Training should include the creation of reports and in any report writer where this is different from that preferred by the BOJ (Crystal Reports 11).

Documentation

Documentation for the following should be provided:

- In-Built Help Facility
- End-User Documentation (to include operational rules and procedures, technical documentation and operational processes)

Support and Warranty

Operational support will be provided by the supplier during the implementation period and for the first two (2) full months after Operational Acceptance. The Warranty Period should be specified. Following Operational Acceptance, software support will be provided at no charge for a period of one (1) year following system cut-over (the Warranty Period). After this period, support will be provided under a software support agreement.

Details should be provided concerning:

- Problem reporting/Support
- Change Control and Configuration Management
- Software Maintenance
- Software Licence

4. Inspections and Tests

The following inspections and tests shall be performed: *[Refer to Schedule of Requirements]*

PART 3 - Contract

Section VI. General Conditions of Contract

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Section VI. General Conditions of Contract

Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) "GOJ" means the Government of Jamaica.
- (b) "Contract" means the Contract Agreement entered into between the Procuring Entity and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "GCC" means the General Conditions of Contract.
- (h) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Procuring Entity under the Contract.
- (i) "Procuring Entity's Country" is Jamaica.
- (j) "Procuring Entity" means the GOJ entity purchasing the Goods and Related Services, as specified in the SCC.
- (k) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the

Contract.

- (l) "SCC" means the Special Conditions of Contract.
- (m) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Entity and is named as such in the Contract Agreement.
- (o) "The Project Site," where applicable, means the place named in the SCC.

Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

Fraud and Corruption

- 3.3 Government of Jamaica requires that Bidders, Suppliers, Contractors, and Consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, GOJ:
- a) defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract, to the detriment of Government of Jamaica and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive Government of

the benefits of free and open competition;

- iii. "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Procuring Entity, designed to establish bid prices at artificial non-competitive levels or to influence the action of any party in the procurement process or the execution of a contract; and
 - iv. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- b) will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - c) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a GOJ-financed contract if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a GOJ-financed contract; and
 - d) will have the right to require that a provision be included in Bidding Documents and in contracts financed by a GOJ, requiring bidders, suppliers, contractors and consultants to permit GOJ to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the GOJ.

Interpretation

- 4.1 If the context so requires it, singular means plural and vice versa.
- 4.2 Incoterms
 - (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall

be as prescribed by Incoterms.

- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Procuring Entity and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other

provisions and conditions of the Contract.

- | | |
|---|--|
| Language | <p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Procuring Entity, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p> |
| Joint Venture, Consortium or Association | <p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Entity for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Entity.</p> |
| Eligibility | <p>7.1 A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p> |
| Notices | <p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> |

Governing Law	9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Entity's Country, unless otherwise specified in the SCC.
Settlement of Disputes	<p>1.1 The Procuring Entity and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>1.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procuring Entity or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of which a notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>1.3 Notwithstanding,</p> <ul style="list-style-type: none">(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and(b) the Procuring Entity shall pay the Supplier any monies due the Supplier.
Scope of Supply	11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
Delivery and Documents	12.1 Subject to GCC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
Supplier's Responsibilities	13.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule, as per GCC Clause 12.

- Contract Price** 14.1 Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
- Terms of Payment** 15.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.
- 15.2 The Supplier's request for payment shall be made to the Procuring Entity in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- Taxes and Duties** 16.1 For goods manufactured outside the Procuring Entity's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Procuring Entity's Country.
- 16.2 For goods Manufactured within the Procuring Entity's country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Entity.
- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Procuring Entity's Country, the Procuring Entity shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
- Performance Security** 17.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the Performance Security shall be payable to the Procuring Entity as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency

acceptable to the Procuring Entity; and shall be in one of the formats stipulated by the Procuring Entity in the SCC, or in another format acceptable to the Procuring Entity.

17.4 The Performance Security shall be discharged by the Procuring Entity and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.

Copyright

18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Procuring Entity by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Procuring Entity directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party

Confidential Information

19.1 The Procuring Entity and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Entity to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 19.

19.2 The Procuring Entity shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Procuring Entity for any purpose other than the performance of the Contract.

19.3 The obligation of a party under GCC Sub-Clauses 19.1

and 19.2 above, however, shall not apply to information that:

- (a) the Procuring Entity or Supplier need to share with GOJ or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provisions of GCC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

Subcontracting

20.1 The Supplier shall notify the Procuring Entity in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

Specifications and Standards

21.1 Technical Specifications and Drawings

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

- (b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Procuring Entity, by giving a notice of such disclaimer to the Procuring Entity.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Procuring Entity and shall be treated in accordance with GCC Clause 32.

Packing and Documents

22.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

22.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Procuring Entity.

Insurance

23.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.

Transportation

24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in

accordance with the specified Incoterms.

**Inspections and
Tests**

- 25.1 The Supplier shall at its own expense and at no cost to the Procuring Entity carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in the Procuring Entity's Country as specified in the SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Entity.
- 25.3 The Procuring Entity or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 25.2, provided that the Procuring Entity bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give reasonable advance notice, including the place and time, to the Procuring Entity. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Procuring Entity or its designated representative to attend the test and/or inspection.
- 25.5 The Procuring Entity may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other

obligations so affected.

25.6 The Supplier shall provide the Procuring Entity with a report of the results of any such test and/or inspection.

25.7 The Procuring Entity may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Procuring Entity, and shall repeat the test and/or inspection, at no cost to the Procuring Entity, upon giving a notice pursuant to GCC Sub-Clause 25.4.

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Procuring Entity or its representative, nor the issue of any report pursuant to GCC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

**Liquidated
Damages**

26.1 Except as provided under GCC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Procuring Entity may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Procuring Entity may terminate the Contract pursuant to GCC Clause 34.

Warranty

27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to GCC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of

final destination.

27.3 Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

27.4 The Procuring Entity shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Procuring Entity shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Procuring Entity.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the Procuring Entity may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Entity may have against the Supplier under the Contract.

Patent Indemnity 28.1 The Supplier shall, subject to the Procuring Entity's compliance with GCC Sub-Clause 28.2, indemnify and hold harmless the Procuring Entity and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Procuring Entity may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is

located; and

- (b) the sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 28.2 If any proceedings are brought or any claim is made against the Procuring Entity arising out of the matters referred to in GCC Sub-Clause 28.1, the Procuring Entity shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Procuring Entity's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Procuring Entity within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its own behalf.
- 28.4 The Procuring Entity shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Procuring Entity shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided

or designed by or on behalf of the Procuring Entity.

Limitation of Liability

- 29.1 Except in cases of criminal negligence or willful misconduct,
- (a) the Supplier shall not be liable to the Procuring Entity, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Entity and
 - (b) the aggregate liability of the Supplier to the Procuring Entity, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Procuring Entity with respect to patent infringement

Change in Laws and Regulations

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Entity's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 14.

Force Majeure

- 31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Procuring Entity in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Entity in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Entity in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- Change Orders and Contract Amendments**
- 32.1 The Procuring Entity may at any time order the Supplier through notice in accordance with GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Entity;
 - (b) the method of shipment or packing;
 - (c) the place of delivery; and
 - (d) the Related Services to be provided by the Supplier.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Procuring Entity's change order.
- 32.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in

advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

32.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 12, the Supplier shall promptly notify the Procuring Entity in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Procuring Entity shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under GCC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 33.1.

Termination

34.1 Termination for Default

- (a) The Procuring Entity, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Procuring Entity pursuant to GCC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Procuring Entity has engaged in fraud and

corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.

- (b) In the event the Procuring Entity terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Procuring Entity may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Procuring Entity for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency.

- (a) The Procuring Entity may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Entity

34.3 Termination for Convenience.

- (a) The Procuring Entity, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Entity's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Entity at the Contract terms and prices. For the remaining Goods, the Procuring Entity may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the

Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

- Assignment** 35.1 Neither the Procuring Entity nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.
- Export Restriction** 36.1 In case the conclusion of the contract is prevented by any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods or systems to be supplied in particular by sanctions arising from trade regulations from a country supplying those products/goods, systems or services, the supplier shall not be bound by its bid, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.
- 36.2 Notwithstanding any obligation under the contract to complete all export formalities, any export restrictions attributable to the Procuring Entity, to the country of the Procuring Entity or to the use of the products/goods, systems or services to be supplied, in particular any export restrictions arising from trade regulations from a country supplying those products/goods, systems or services, that substantially impede the supplier from meeting its obligations under the contract shall release the supplier from the obligation to provide deliveries or services, always provided, however, that the supplier can demonstrate to the satisfaction of the Procuring Entity that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the delivery of the products/goods, systems or services under the terms of the contract.

Section VII. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(j)	The Procuring Entity's country is: <i>Jamaica</i>
GCC 1.1(k)	The Procuring Entity is: <i>Bank of Jamaica</i>
GCC 1.1 (q)	The Project Site(s)/Final Destination(s) is/are: <i>Bank of Jamaica, Nethersole Place, Kingston, Jamaica</i>
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms.
GCC 4.2 (b)	The version edition of Incoterms shall be Incoterms 2010.
GCC 5.1	The language shall be: English
GCC 8.1	For <u>notices</u> , the Procuring Entity's address shall be: Attention: Head of Procurement Procurement Administration Section Bank of Jamaica Nethersole Place Kingston, Jamaica Telephone: 876-922-0750 Facsimile number: 876-967-3325 Electronic mail address: bojtender@boj.org.jm
GCC 9.1	The governing law shall be the law of: Jamaica
GCC 10.2	Amicable Settlement Any claim for loss or damage arising out of breach or termination of Agreement shall be settled between the Procuring Entity and Supplier by negotiation. If this negotiation is not successfully settled within fifteen (15) days after the date of initiation or negotiation or within such longer period as the parties may mutually agree, then the parties will jointly agree, within ten (10) days after the date of expiration of

	<p>the period in which the parties should have successfully concluded their negotiations, to appoint a Mediator to assist in reaching an amicable resolution of dispute. This procedure shall be private and without prejudice. If the parties fail to agree upon the appointment of a Mediator within the stipulated period, then, within seven (7) days of expiration of this period, the Procuring Entity shall request appointment of a Mediator by the Dispute Resolution Foundation of Jamaica. The Mediator shall not have the power to impose a settlement on the parties. If the dispute is not resolved between the parties within thirty (30) days after the appointment of the Mediator by the Dispute Resolution Foundation of Jamaica, or after such longer period as the parties may mutually agree, the mediator shall advise the parties of the failure of the Mediation.</p> <p>For the purposes of this clause, a negotiation is deemed to have been initiated as of the date of receipt of notice by one party of a request from the other party to meet and negotiate the matter in dispute.</p> <p>For the purposes of this clause, a Mediator is deemed to have been appointed as of the date of notice of such appointment being given to both parties.</p> <p>Dispute Settlement</p> <p>In the event of the failure of the mediation between parties, the mediator will record those verifiable facts that the parties have agreed. Subsequently the case will be handled by arbitration. The parties agree to accept the award of the Arbitrator as binding and irrevocable within the provisions of the Arbitration Act of Jamaica. The mediator's role in the dispute resolution process shall cease upon appointment of the Arbitrator. During the dispute settlement process, the Supplier shall continue to perform the work in accordance with this contract. Failure to do so shall be considered a breach of contract.</p> <p>Arbitration</p> <p>The seat of the arbitration shall be Jamaica and disputes shall be settled in accordance with the Arbitration Act of Jamaica. Rules of procedure to be adopted shall be those as published by the United Nations Commission on International Trade Law (UNCITRAL) <i>Arbitration Rules of 1976</i>.</p>
GCC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are <i>[insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by</i></p>

	<p><i>nominated inspection agency, Supplier's factory shipping details etc.].</i></p> <p>The above documents shall be received by the Procuring Entity before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>																																								
GCC 14.2	The prices charged for the Goods supplied and the related Services performed <i>shall not</i> be adjustable.																																								
GCC 15.1	<p>The Contract Price shall be paid in accordance with the following schedule:</p> <table border="1"> <thead> <tr> <th>No</th> <th>Milestone</th> <th>Target Month</th> <th>% of Total Price</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Supplier mobilization and infrastructure design</td> <td></td> <td>10%</td> </tr> <tr> <td>2</td> <td>Train-the-Trainer training</td> <td></td> <td>20%</td> </tr> <tr> <td>3</td> <td>System Installation</td> <td></td> <td>20%</td> </tr> <tr> <td>4</td> <td>Data migration (at least last seven years)</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td>End User Training</td> <td></td> <td></td> </tr> <tr> <td>6</td> <td>Acceptance testing and parallel testing</td> <td></td> <td></td> </tr> <tr> <td>7</td> <td>System Cutover/Go-Live</td> <td></td> <td>30%</td> </tr> <tr> <td>8</td> <td>Onsite Support</td> <td></td> <td></td> </tr> <tr> <td>9</td> <td>System handed over to BOJ</td> <td></td> <td>20%</td> </tr> </tbody> </table> <p>Payments shall be made in US Dollars.</p>	No	Milestone	Target Month	% of Total Price	1	Supplier mobilization and infrastructure design		10%	2	Train-the-Trainer training		20%	3	System Installation		20%	4	Data migration (at least last seven years)			5	End User Training			6	Acceptance testing and parallel testing			7	System Cutover/Go-Live		30%	8	Onsite Support			9	System handed over to BOJ		20%
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GCC 17.1	The amount of the Performance Security shall be <i>ten percent (10%)</i> of the Contract Price, exclusive of the Recurrent Costs. During the warranty period (i.e. after Operational Acceptance of the System), the Performance Security shall be reduced to <i>two percent (2%)</i> of the Contract Price, exclusive of Recurrent Costs.																																								
GCC 17.3	The Performance Security shall be denominated in United States Dollars, in the form of a <i>Bond</i> .																																								
GCC 17.4	Discharge of the Performance Security shall take place: <i>[insert date if different from the one indicated in sub clause GCC 17.4]</i>																																								

GCC 18.1	<p>Software Source Codes</p> <p><i>All source codes that are owned by the supplier whether for standard applications or for modifications specifically developed for BOJ should be held in escrow by an agreed and internationally recognized third party on behalf of the BOJ with the approval of the vendor. The source code will be available to the BOJ in the event that the supplier is unable for any reason to continue supporting the system in question.</i></p>
GCC 22.2	<p>The packing, marking and documentation within and outside the packages shall be: <i>[insert in detail the type of packing required, the markings in the packing and all documentation required]</i></p>
GCC 23.1	<p>The insurance coverage shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, insurance shall be as follows:</p> <p><i>[insert specific insurance provisions agreed upon, including coverage, currency and amount]</i></p>
GCC 24.1	<p>Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Procuring Entity's country, defined as the Project Site, transport to such place of destination in the Procuring Entity's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of the Procuring Entity and the Supplier)]</i></p>
GCC 25.1	<p>The inspections and tests shall be as specified in Section IV, Schedule of Requirements.</p>
GCC 25.2	<p>The Inspections and tests shall be conducted at: Bank of Jamaica, Nethersole Place, Kingston, Jamaica</p>
GCC 26.1	<p>The liquidated damage shall be: <i>[insert number]</i> % per week</p>
GCC 26.1	<p>The maximum amount of liquidated damages shall be: <i>[insert number]</i>%</p>

GCC 27.3	The period of validity of the Warranty shall be: <i>12 months after Operational Acceptance</i> . For purposes of the Warranty, the place(s) of final destination(s) shall be: Bank of Jamaica, Nethersole Place, Kingston, Jamaica .
GCC 27.5	The period for repair or replacement shall be: <i>[insert number(s)]</i> days.

Section VIII. Contract Forms

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

the *[insert: number]* day of *[insert: month], [insert: year]*.

BETWEEN

- (1) *[insert complete name of Procuring Entity], a [insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Procuring Entity }, or corporation incorporated under the laws of { insert name of Country of Procuring Entity }]* and having its principal place of business at *[insert address of Procuring Entity]* (hereinafter called "the Procuring Entity"), and
- (2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier").

WHEREAS the Procuring Entity invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Procuring Entity and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)

- (e) The Supplier's Bid and original Price Schedules
 - (f) The Procuring Entity's Notification of Award
 - (g) *[Add here any other document(s)]*
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
 4. In consideration of the payments to be made by the Procuring Entity to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Entity to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
 5. The Procuring Entity hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Procuring Entity

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Supplier

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

2. Performance Security

A. *[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]*

B.

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert no. and title of bidding process]*

C.

D.

Bank's Branch or Office: *[insert complete name of Guarantor]*

Beneficiary: *[insert complete name of Procuring Entity]*

PERFORMANCE GUARANTEE No.: *[insert Performance Guarantee number]*

We have been informed that *[insert complete name of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert day and month]*, *[insert year]* with you, for the supply of *[description of Goods and related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert amount(s)² in figures and words]* upon receipt by us of your first demand in writing declaring the Supplier to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the *[insert number]* day of *[insert month]* *[insert year]*,³ and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458, except that subparagraph (ii) of Sub-article 20(a) is hereby excluded.

[Signatures of authorized representatives of the bank and the Supplier]

² *The Bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.*

³ *Dates established in accordance with Clause 17.4 of the General Conditions of Contract ("GCC"), taking into account any warranty obligations of the Supplier under Clause 15.2 of the GCC intended to be secured by a partial Performance Guarantee. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the Bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months] [one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."*

3. Bank Guarantee for Advance Payment

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated.]

Date: *[insert date (as day, month, and year) of Bid Submission]*
ICB No. and title: *[insert number and title of bidding process]*

[Bank's letterhead]

Beneficiary: *[insert legal name and address of Procuring Entity]*

ADVANCE PAYMENT GUARANTEE No.: *[insert Advance Payment Guarantee no.]*

We, *[insert legal name and address of bank]*, have been informed that *[insert complete name and address of Supplier]* (hereinafter called "the Supplier") has entered into Contract No. *[insert number]* dated *[insert date of Agreement]* with you, for the supply of *[insert types of Goods to be delivered]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance is to be made against an advance payment guarantee.

At the request of the Supplier, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[insert amount(s)⁴ in figures and words]* upon receipt by us of your first demand in writing declaring that the Supplier is in breach of its obligation under the Contract because the Supplier used the advance payment for purposes other than toward delivery of the Goods.

It is a condition for any claim and payment under this Guarantee to be made that the advance payment referred to above must have been received by the Supplier on its account *[insert number and domicile of the account]*

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[insert date⁵]*.

This Guarantee is subject to the Uniform Rules for Demand Guarantees, International Chamber of Commerce Publication No. 458.

[signature(s) of authorized representative(s) of the bank]

⁴ The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Procuring Entity.

⁵ Insert the Delivery date stipulated in the Contract Delivery Schedule. The Procuring Entity should note that in the event of an extension of the time to perform the Contract, the Procuring Entity would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Procuring Entity might consider adding the following text to the Form, at the end of the penultimate paragraph: "We agree to a one-time extension of this Guarantee for a period not to exceed [six months][one year], in response to the Procuring Entity's written request for such extension, such request to be presented to us before the expiry of the Guarantee."